

## IRVINGTON ADMINISTRATOR'S ASSOCIATION

### COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT, entered into this day of July 1, 2011, by and between THE BOARD OF EDUCATION OF THE TOWNSHIP OF IRVINGTON (hereinafter referred to as the "BOARD"), and THE NEGOTIATING COMMITTEE OF THE IRVINGTON ADMINISTRATORS' ASSOCIATION of Irvington Public Schools, (hereinafter referred to as the "ASSOCIATION"); and

WHEREAS, the Board recognizes the Irvington Administrators' Association of the Irvington Public Schools as the exclusive bargaining representative as defined in Chapter 123, Public laws of 1974, for all Principals, Assistant Principals, Vice-Principals, Supervisors, Directors and Assistant Directors.

NOW THEREFORE, the parties hereto agree as follows:

#### NEGOTIATION PROCEDURE

1. This agreement incorporates the entire understanding of the parties on all issues which were, or could have been the subject of negotiations. During the term of this agreement, neither party will be required to negotiate with respect to any such matter, whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement.
2. The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public laws of 1974, in a good-faith effort to reach an agreement on all matters concerning the terms and conditions of employment. Such negotiations shall begin not later than October 1<sup>st</sup> of the calendar year preceding the calendar year in which this agreement expires. Any agreement so negotiated shall apply to all members of the negotiating unit as set forth in Article I herein and shall be reduced to writing, be signed by the Board and the Association, and be adopted by the Board, subject to ratification.

## ARTICLE I

### SALARY GUIDES

The salary guides as attached hereto as Schedules A, B-1, B-2, C-1, C-2, D-1, D-2, E-1, E-2-are hereby approved and accepted.

## ARTICLE II

### BOARD'S RIGHT'S CLAUSE

The Board, on its own behalf and on behalf of the citizens of the Township of Irvington, New Jersey, hereby retains and reserves unto itself, without limitation all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey, and of the United States, including, but without limiting the generality of the foregoing, the right:

- (a) To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees;
- (b) To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion and to promote, and transfer all such employees;
- (c) To establish grades and course of instruction, including special programs and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.
- (d) To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials and the use of teaching aids of every kind and nature;
- (e) To determine class schedules, the hours of instruction, and the duties responsibilities and assignments of teachers and other employees with respect thereto and non-teaching activities, and the terms and conditions of employment.

The exercise of the foregoing powers, right, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution of laws of the State of New Jersey, and Constitution and laws of the United States.

Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under Title 18A-School Laws of New Jersey, or any other national, state, county, district, or local laws or regulations as they pertain to education.

## ARTICLE III

### SICK LEAVE

Sick leave is hereby defined to mean the absence from his or her post of duty, of any person because of personal disability due to illness or injury, or because he/she has been excluded from school by an appropriately licensed medical authority on account a contagious disease or of being quarantined for such a disease in his/her immediate household.

1. All administrative employees who are steadily employed by the Board and who are included in the categories as set forth in this agreement, who are required to work under a 12-month schedule, shall be allowed sick leave with full pay for twelve (12) school days in any school year.
2. If any administrative employee requires in any school year, less than the specified number of days of sick leave with pay allowed, all days of such minimum sick leave not utilized that year, shall be accumulated, to be used for additional sick leave as needed in subsequent years.
3. When an administrative employee is personally ill for more than his/her allowed time, as defined in Article III, Section 2, of this agreement, in any school year, then the days in the accumulative credit shall be used. No administrative employee shall be allowed to increase his total accumulation by more than his allowed time, as defined in Article III, Section 1 of this agreement, under any circumstances. Subject to limitation, the Board of Education, either rule or by individual consideration, may fix the payment of salary in cases of absence not constituting sick leave, or granting sick leave over and above the minimum sick leave as defined herein.

A physician's statement for four or more consecutive school days of absence due to personal illness must be filed with the Department of Human Resources, within five school days from the last day of absence.

In the event of the absence of an administrative employee for illness, the Superintendent, with reasonable cause to believe that there is an abuse of sick leave policy as defined in Paragraph 1 herein may require an examination by an independent physician, which examination is to be at the Board's expense.

## ARTICLE IV

### ABSENCE FOR BUSINESS OR PERSONAL REASONS

For absence THREE DAYS for BUSINESS or PERSONAL reasons, no deduction in salary shall be made, provided the administrator files a written statement with the Department of Human Resources, through the Superintendent's office, within five school days from the days of absence.

"Business" or "personal" reasons are defined as such matters as must be attended to during normal working hours.

No business or personal days shall be granted for the day immediately preceding or following a holiday, weekend, or recess period, except as approved by the Superintendent. Such approval shall not be unreasonably withheld.

Unused business or personal days in any one school year shall be credited to the employee's accumulated sick time.

## ARTICLE V

### LEAVE OF ABSENCE WITHOUT PAY

Leaves of absence with full loss of salary may be granted by the Board for a limited and definite period. No request for a leave of absence will be considered: (1) until a written application, containing a statement of the reasons for the leave of absence has been filed with the Superintendent of Schools; (2) until the Superintendent of Schools has submitted to the Board, his/her recommendations with respect to the application and (3) said application must contain agreement by the employee to have deductions made on the following basis:

A day's salary to be computed as 1/240<sup>th</sup> of the annual salary for 12-month employees.

"The Board reserves the right to deny any application for leave of absence that will bring the total time for absence of leave to one (1) academic year within two (2) consecutive academic years. Any denial of leave will be in accordance with the requirements of the FMLA and the NJFLA."

## ARTICLE VI

### ABSENCE DUE TO DEATH IN IMMEDIATE FAMILY

Absence due to death in the immediate family shall be allowed without pay deduction, up to five (5) consecutive works days for the death of a spouse or child, five (5) calendar days shall be granted for the death of: father, mother, parents-in-law, grandparents, grandparents-in-law, brother, sister and immediate members of the household. Absence due to death of others relative shall be allowed, without deduction, for one (1) day for each death.

## ARTICLE VII

### GRIEVANCE PROCEDURE

**DEFINITIONS:** The term "grievance" means a complaint by any administrative employee that, as to him, there has been an inequitable, improper, or unjust application, interpretation, or violation of this agreement.

The term "grievance" and the procedure relative thereto, shall not be deemed applicable in the following instance:

Replace -- The Board reserves the right to deny an application for leave of absence to one (1) academic school year within two (2) consecutive academic school years. Any denial of leave will be in accordance with the requirements of the FMLA and the NJFLA.

- (a) The failure or refusal of the Board to renew a contract of a non-tenure administrative employee;
- (b) In matters where a method of review is prescribed by law, or by any rules, regulation, or by-law of the State Commissioner of Education or the State Board of Education;
- (c) In matters where the Board is without authority to act;
- (d) In matters involving the sole and unlimited discretion of the Board;
- (e) In matters where the discretion of the Board may not be unlimited; but where, after the exercise of such discretion; a further review of the Board's action is available to employees under provision of State Law.

The term "administrative employee" shall mean any regularly employed individual who is a member of the negotiation unit as set forth in this Agreement.

The term "representative" shall include any organization, agency or person authorized or designated by any administrative employee, or any group of administrative employees, or by the Association, or by the Board, to act on its or their behalf and to represent it, or them.

The term "immediate" superior shall mean the person to whom the aggrieved administrative employee is directly responsible under the Table of Organization prevailing in this school district.

The term "party" means an aggrieved administrative employee, his immediate superior, or any staff member below the Superintendent who may be affected by the determination of the Superintendent in connection with the procedure herein established.

## PROCEDURE

1. An aggrieved administrative employee shall institute action under the provisions hereof within twenty (20) calendar days of the occurrence complained of, or within ten (10) calendar days after he would reasonably be expected to know of its occurrence. Failure to act within-said-ten (10)-day-period, shall be deemed to constitute an abandonment of the grievance.
2. An administrative employee processing a grievance, shall be assured freedom from restraint, interference, coercion, discrimination or reprisal.
3. In the presentation of a grievance, the administrative employee shall have the right to present his own appeal or to designate an authorized representative of the Administrators'Association of the Irvington Public Schools to appear with him at any step in his appeal. A minority organization shall not have the right to present or process a grievance.
4. Whenever the administrative employee appears with a representative, the Board shall have the right to designate a representative to participate at any stage of the grievance procedure.
5. An administrative employee shall first discuss his grievance orally with his immediate superior. A decision shall be rendered within five (5) school days of said hearing. The said immediate superior shall make a record of the time and date of this discussion and a copy delivered to the grievant.
6. If the grievance is not resolved to the administrative employee's satisfaction within five (5) school days from the determination referred to in Paragraph 5 above, the administrative employee shall submit his grievance to the Superintendent of Schools in writing, specifying.
  - (a) the nature of grievance;
  - (b) the results of the previous discussion;
  - (c) the basis of his/her dissatisfaction with the determination.
7. A copy of the writing called for in Paragraph 6 above shall be furnished to the immediate superior of the aggrieved administrative employee.
8. With ten (10) school days from the receipt of the written grievance (unless a different period is mutually agreed upon), the Superintendent shall hold a hearing at which all parties in interest shall have the right to be heard.

9. Within ten (10) school days said hearing (unless a different period is mutually agreed upon), the Superintendent shall, in writing, advise the administrative employee and his/her representative, if there be one, of his/her determination.
10. In the event of the failure of the Superintendent to act in accordance with the provision of Paragraphs 8 and 9, or in the event a determination by him/her may appeal to the Board of Education.
11. In any case, where grievance is based upon the direct order, ruling or determination of the Superintendent, the aggrieved administrative employee may appeal directly to the Board within ten (10) school days of the issuance of said order, ruling or directive, or within ten (10) days of the time when same have been brought to the administrative employee's attention by filing with the Secretary of the Board, a writing setting forth:
  - (a) the order, ruling or determination complained of
  - (b) the basis of the complaint;
  - (c) a request for a hearing if a hearing is desired.

A copy of the writings set forth above shall be served upon the Superintendent, who have the right to reply in writing thereto. A copy of such reply shall be served upon the aggrieved administrative employee.

12. Where an appeal is taken to the Board, there shall be submitted by the appellant:
  1. The writing set forth in Paragraphs 6 and 9, and a further statement in writing setting forth the appellant's dissatisfaction with the Superintendent's action. A copy of said statement shall be furnished to the Superintendent and to the adverse party.
13. If the appellant, in his appeal to the Board, does not request a hearing, the Board may consider the appeal on the written record submitted to it, or the Board may, on its own, conduct a hearing, or it may request the submission of additional written material. The Board may designate a committee of the Board to conduct the hearing. Where additional written materials are requested by the Board, copies thereof shall be served upon the adverse parties who shall have the right to reply thereto. Where the appellant requests in writing, a hearing before the Board, a hearing shall be held.
14. The Board shall make a determination within thirty (30) school days from the receipt of the grievance and shall in writing, notify the administrative employee, his/her representative if there be one, and the Superintendent of its determination.

This time period may be extended by mutual agreement of the parties.

15. In the event an administrative employee is dissatisfied with the determination of the Board, or the Board does not respond within the prescribed time period, he/she shall have

the right to request arbitration pursuant to rules and regulations established by the Public Employment Relations Commission under the provisions of Chapter 123, Laws of 1974.

A request for arbitration shall be made no later than fifteen (15) days following the determination of the Board. Failure to file within said time period shall constitute a bar to such arbitration unless the aggrieved administrative employee and the Board shall mutually agree upon a longer time period within which to assert such a demand.

16. The Arbitrator so selected will hold hearings promptly and will issue a decision not later than twenty (20) school days from the date of the close of the hearings or filing of briefs, if briefs are filed, or, if oral hearings have been waived, then from the date the final statements and proofs are submitted. The Arbitrator's decision shall be in writing and shall set forth findings of fact, reasoning and conclusions on the issues submitted. The Arbitrator shall be without power or authority to make any decision which add to, or delete from this agreement or which requires the commission of an act prohibited by law or which is violative of terms this agreement. The decision of the Arbitrator shall be final and binding on the parties. The costs for the services of the Arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room, shall be borne equally by the Board and the Association.

17. In the event a grievance should be filed by any administrative employee who is not subject to the jurisdiction of any principal, he/she shall discuss his/her grievance initially with Assistant Superintendent and if dissatisfied with the determination, may appeal to the Board in accordance with the provisions herein set forth.

18. Upon receipt of a grievance filed under the provisions of Paragraph 11, the procedure shall be as set forth in Paragraphs 13 and 14.

19. All administrative employees who are members of the bargaining unit as set forth in the within agreement, shall be entitled to resort to the full procedure herein above set forth.

## ARTICLE VIII

### **1. INSURANCE PROTECTION – PRESCRIPTION PLAN - DENTAL PLAN – EYE PROTECTION PLAN**

Effective January 1, 2005, the Board agrees to pay 100% of the premium costs of the current health plan or equivalent, including a co-pay 5/10/15 (brand name/generic/mail order) prescription plan and dental plan and Eye Care for all full time employees covered by this agreement and their immediate families (Spouse, Civil Union Partner and eligible children), following ninety 90 days of consecutive employment with the Irvington School District. Employees who wish to avail themselves of the aforesaid insurance coverage must make application for coverage to the Board for themselves and for all eligible members of their family who wish to be covered by insurance.

In the event a new employee has no coverage and wishes to make application for health coverage during their first ninety (90) days of employment, the premium to be paid by the employee shall be at the group rate.

Effective July 1, 2011, the Health Benefit contribution shall be 1.5% of the employee's salary each year of the contract and shall remain current with state law at all times.

## **2. RETIREMENT BENEFITS**

Any employee covered under the terms of this agreement, who retires after twenty-three (23) years of consecutive employment with Irvington School District shall be entitled to fully paid Irvington Health benefits (excluding dental and vision). The employees' surviving spouse, if enrolled prior to the employee retirement shall be entitled to Irvington health retirement benefits (excluding dental and vision), with premium paid 100% by the Board.

Any employee covered under the terms of this agreement, who retires after eighteen (18) years of consecutive employment with Irvington School District, and has attained age 65 or over at the time of retirement shall be entitled to a fully paid Irvington Health benefits (excluding dental and vision). The employees' surviving spouse if enrolled prior to the employment retirement shall be entitled to Irvington Health retirements benefits, (excluding dental and vision), with premium paid 100% by the Board.

Any employee covered under the terms and conditions of this agreement, who has twenty-five (25) years of contribution into Teachers' Pension and Annuity Fund (T.P.A.F.) and meets the other requirements of the State of New Jersey, shall be entitled to fully paid health benefits as offered by the State of New Health Plan, if he/she elects to do so.

Any employee covered under the terms and conditions of this agreement and meets the requirements for the State of New Jersey's health retirement benefits, and selects the State of New Jersey Health (retirement) Plan, in lieu of the Irvington Health retirement benefits, shall also receive Family Dental coverage benefits with the premium paid 100% by the Board of Education.

3. The retired employee, eligible for retirement health benefits is not required to be drawing a state pension in order to qualify for such retirement benefits. Components of the comprehensive Irvington retirement benefits package includes medical and prescription benefits and excludes dental and vision benefits.
4. Any employee hired after July 1, 2001, will not be eligible for the Irvington Health Retirement Benefits package, including health, dental and prescription benefits, regardless of years of service or age.

## ARTICLE IX

### SABBATICAL LEAVE

Subject to applicable statuary provision of the state of New Jersey, the Board may grant sabbatical leaves of absence for study and/or education through travel and observation to a member of the administrative staff who is also a member of the bargaining unit as set forth in the within agreement. Sabbatical leaves of absence are granted for the aforementioned professional improvement which, in the opinion of the Board, shall render a benefit to the Irvington School District, subject to the following conditions:

1. Approval by the Board of the sabbatical leave request, shall, in addition to all other conditions set forth herein, be contingent upon:
  - (a) Securing a certified employee qualified to assume the applicant's duties while on leave.
  - (b) A report filed by the Superintendent of Schools with the Board, indicating to what extent leaves of absence may be granted without detriment to the Irvington School System.
2. The Superintendent of Schools must approve all plans for study and/or education through travel and observation.
3. Written requests for sabbatical leaves of absence must be received in the Superintendent's office not later than November 1<sup>st</sup> of the preceding the year for which the leave is sought. Untimely application may be considered if there are extenuating circumstances.
4. The administrative employee must have served the Irvington School System continuously and satisfactorily for a minimum of seven (7) years on a full time basis.
5. In no case shall the sabbatical leave encompass a period in excess of one (1) year.
6. Study for the sabbatical year as used in herein is defined as sixteen (16) points of credit or its equivalent (as approved by the Superintendent) in an approved college or university.
7. No more than one of the administrative staff shall be absent on sabbatical leave at any one time.
8. All sabbatical leave positions available shall be distributed as evenly as possible throughout the school system.
9. All sabbatical leaves shall commence either on September 1<sup>st</sup> or February 1<sup>st</sup>.
10. The administrative employee shall furnish reports of the study or travel to the Superintendent as follows:

- (a) an intern report at the midpoint of the sabbatical leave;
- (b) a final report within ten (10) school days after returning to regular duties.

11. The administrative employee granted such leave shall enter into a contract with the Irvington School District wherein he/she agrees to return to employment in the Irvington School District for a period of three (3) continuous school years commencing with the termination of the sabbatical leave.

- (a) In the event the administrative employee fails or refuses to return to the Irvington School District for employment after the termination of the sabbatical leave, or fails or refuses to serve the Irvington School District for three (3) continuous school years after the termination of the sabbatical leave, or fails to file the reports required in Paragraph 10 herein; then, and in any of those events, the administrative employee shall reimburse the Board for all monies paid to the administrative employee during the sabbatical leave.
- (b) The administrative employee shall not be required to reimburse the Board for failure to return to the Irvington School district after termination of the sabbatical leave, or for failure to serve continuously for three (3) school years if the same shall be caused by illness and the administrative employee submits satisfactory and adequate proof to the Board. In this event, the Board shall have the right to require a medical examination to be made by a physician of its choice.

12. Administrative employee on sabbatical leave of absence will be paid at the rate of three-quarters of the salary which the administrative employee would have received had the sabbatical leave not been granted and he/she had been in an administrative capacity in the Irvington School District.

13. Upon return from the sabbatical leave, the administrative employee shall be entitled to advance to the next level of the salary schedule, receiving the benefit of the salary increase while on leave and the period of the sabbatical leave shall be counted for experience rating purposes on the salary schedule as equivalent to the same period of administrative service in the school system. All of the aforesaid shall be conditioned upon all requirements of the sabbatical leave policy being fulfilled satisfactorily in the judgment of the Superintendent.

14. During the sabbatical leave, the sick leave policy will not apply, but the Board will continue to make all the insurance payments which are made for an administrative employee not on sabbatical leave.

15. All requests for sabbatical leave must be acted upon within 60 days from the date of the filing of the sabbatical leave request with the Superintendent.

## ARTICLE X

### BOARD-STAFF RELATIONS COMMITTEE

The Board has heretofore established a committee of Board members which is known as the "Board-Staff Relations Committee." In addition to any other duties imposed upon the committee by the Board, the committee shall have the following duties:

1. The committee shall meet a minimum of one (1) time a year with three (3) representatives of the Association to discuss matters of mutual interest. Additional meetings may be scheduled, as needed.
2. These meetings may be called by either the Association or the Committee.
3. The Committee is not required to have its full membership present at each of these meetings.
4. The Committee chairman will arrange for the meetings at a time and place agreeable to both parties.

## ARTICLE XI

### MILEAGE REIMBURSEMENT

All mileage, in lieu of actual expenses of transportation allowed any employee covered under the terms of this Agreement, traveling by his/her own automobile, on the school related business, away from his/her designated post of duty, shall be at the current OMB (Office of Management and Budget) rate per mile. Said reimbursement shall be made after review and approved by the Assistant Superintendent for Curriculum and Instruction.

## ARTICLE XII

### TERMINAL PAY OF BASIS OF SICK LEAVE

- (a) Administrative employee(s) covered under the terms and conditions of this agreement with the required number of years of service with the Irvington Board of Education (as listed below) shall, upon retirement or voluntary separation from the district (shall not include abolished position), receive the compensation based on the following scale:

<u>Years</u>	<u>Dollars Per Day</u>	<u>May Accumulated Sick Days</u>
10	\$125	105
11	\$130	115
12	\$135	125

<u>Years</u>	<u>Dollars Per Day</u>	<u>May Accumulated Sick Days (cont.)</u>
13	\$140	135
14	\$145	145
15	\$150	155

Any administrative employee hired after July 1, 2006, who has not served a minimum of fifteen (15) years in the Irvington School district shall not be eligible for terminal pay benefits upon retirement or voluntary separation from the district. Employees hired after July 1, 2006, who serve a minimum of fifteen years shall, upon retirement or voluntary separation from the district, shall be entitled to \$150.00 per day for accumulated sick days up to a maximum of 155 days. Employees hired prior to July 1, 2006, shall receive terminal pay benefits according to the terms listed above in this article. For budgetary purposes, notification of intent to retire shall be made to the Board of Education one school year prior to the date of separation, except in extraordinary circumstances. In the event one year advance notice is not given, there may be a delay in payment not to exceed one year from date of separation.

- (b) Upon the death of an employee actively employed at the time of death, their beneficiary shall receive compensation in accordance with the aforementioned procedure.
- (c) Terminal payments shall be made in three (3) equal payments over three (3) consecutive years, unless mutually agreed upon by the retiring employee and the Board Secretary for a one time (1) lump sum payment. All payments will be made by the June 30<sup>th</sup> pay day of each year(s) subsequent to the retirement date. Payment(s) shall be made in compliance with mandated and proper payroll practices.

### **ARTICLE XIII**

- (a) HALF-DAY SESSIONS
- (b) VACATION TIME
- (c) PROFESSIONAL CONFERENCES
- (d) SURVIVOR RIGHTS
- (a) It is agreed between the parties that on one-half day sessions as scheduled by the Board of Education, all members of the Administrators' bargaining unit shall remain in the district two (2) hours beyond the teachers' departure.
- (b) Vacation Allotment – New Administrative Employee

Certified administrative staff members are entitled to 22 vacation days awarded annually on July 1, of each year.

During the first year of employment, however, newly appointed administrative staff members will earn vacation time at the rate of two (2) days per month (excluding the

month of August). With the approval of the new administrative staff member's immediate supervisor, vacation time may be used when earned.

Only five (5) vacation days may be carried forward into the new year. Requests to carryover more than five (5) vacation days must be in writing and approved by the immediate supervisor. A copy of the request and approval must be submitted to the Department of Human Resources. Failure to obtain written approval/denial of the request to carryover more than (5) days will result in the loss of those days.

Commencing the second academic year of employment (on July 1), the full allotment of vacation days will be awarded. If the administrative staff member leaves prior to the end of the academic school year (June 30<sup>th</sup>), vacation time will be prorated accordingly. In the event all vacation time has been exhausted and the administrative staff members leaves the district prior to the end of the academic school year (June 30<sup>th</sup>), his/her final paycheck will be adjusted to reflect unearned time used.

- (c) All requests to attend professional conferences, seminars, meetings, etc., on school time at Board expense shall be subject to prior approval of the Superintendent and must be submitted in writing to the Superintendent at least two (2) weeks in advance of the date requested.
- (d) In the event of the death of any employee covered under the terms and conditions of this agreement, accumulated sick days and vacation days, not to exceed forty (40) vacation days, (as per Articles XII (a) and XIII (b) by said employee shall be paid to his/her heirs or estate. Payment shall be made within ninety (90) calendar days of his/her death.

## ARTICLE XIV

### OTHER COMPENSATIONS

#### Teaching In-Service Course

When deemed necessary by the Superintendent of Schools and approved by the Board of Education, In-Service professional improvement programs may be established.

- (a) Administrative employees required and approved by the Board of Education to each in-service courses shall be paid a stipend of ten (\$10.00) dollars per hour more than teachers receive in their contract as additional compensation for additional work.
- (b) Members appointed to cover a Principal position by the Board resolution shall be paid at the rate of \$100.00 per day only after completion of 13 consecutive work days, excluding holidays, in any one assignment; payment shall be retroactive to the first day of the assignment and paid at the end of the assignment or academic year, whichever comes first.

(c) Commencing the ninety first day of continuous employment in a Board Agenda appointed administrative position, the appointee shall receive the first (1<sup>st</sup>) step on the Administrator's Salary Guide commencing the ninety-first (91<sup>st</sup>) day of continuous employment in that position. If the appointed individual's salary is (on the 91<sup>st</sup> day), greater than the 1<sup>st</sup> step, he/she will receive the next highest step closest to his/her salary and level (on the 91<sup>st</sup> day of employment).

## ARTICLE XV

### ASSOCIATION RIGHTS

#### A. DISCIPLINARY CONFERENCE

An Administrator shall have the right to have a representative of the Association present at any conference at which a written disciplinary report or warning is issued.

#### B. RIGHTS AND PROTECTION IN REPRESENTATION

Pursuant to Chapter 123, Public Laws of 1974, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a fully elected body exercising governmental power under color of law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any rights conferred by Chapter 123 Public Laws of 1974, or other laws of New Jersey or Constitutions of New Jersey and the United States: that it shall not discriminate against any supervisory employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association, collective negotiation with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment.

#### C. AGENCY SHOP

##### 1. Purpose of fee

All employees covered under the terms and conditions of this agreement who do not become members of the representative associations (I.A.A. and N.J.P.S.A.) during any membership year, (i.e. July 1 through June 30) which is covered in whole or in part by this agreement, said employees will be required to pay a representation fee to the Associations for that membership year. The purpose of this fee will be to offset the employees per capita cost for services rendered by the Association as majority representatives.

## 2. Amount of Fee-Notification

Prior to the beginning of each membership year, the Association will notify the Board, in writing, of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will not exceed 85% of that amount.

## 3. Termination of employment

If any employee who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the full amount of representation fee, no further payment will be required.

## 4. The Association will notify the Board in writing of any changes in the list provided for in paragraph 1 above and/or the amount of the representation fee, and such changes will be rejected in any deductions made more than 10 days after the Board received said notice.

## 5. New Employees

Any new employee within the unit who fails to join the Association within 60 days will be added to the agency shop list for deductions.

Any unit member may appeal the amount of dues assessed. The officers of the unit shall constitute the appeal board.

## 6. The Association shall hold harmless and indemnify the Board in conjunction with application of the provisions of this Article.

# ARTICLE XVI

## TUITION REIMBURSEMENT

The Board agrees to provide tuition reimbursement for graduate courses to a maximum of \$1,500.00 per school year, per employee for a total pot of \$30,000.00. Courses must receive the Superintendent's approval. Funds not used in a school year will not roll over to the succeeding year.

# ARTICLE XVII

## ALTERATION OF AGREEMENT CLAUSE

No Agreement or amendment shall be binding on any of the parties hereto, unless such agreement is made and executed in writing between the parties hereto.

In the event there is a conflict between the rules and regulations of the Board and the within Agreement, in matters specifically covered by this Agreement, then, and in that event, the within Agreement shall be controlling. In all other matters not specifically covered by the within Agreement, the rules and regulations of the Board shall be controlling.

**IN WITNESS WHEREOF**, the duly authorized representatives of the parties have set forth their respective hands and/or seals below on this day of June 30, 2011. This contract covers school years July 1, 2011 to June 30, 2014. The salary for school years beginning July 1, 2011 to June 30, 2013 shall include a salary increase of 2% (inclusive of increment) for the first two (2) years of the contract ending June 30, 2013. The parties shall re-open negotiations for the final year of the contract (2013-2014) limited to the areas of the salary and benefits.

**Salary Guide**  
**Contract Year's**  
**2011-2012 and 2012-2013**  
**High School Principal (Schedule A)**  
**6 Year Level**

Step	2011-2012 Salary	Step	2012-2013 Salary
1	\$123,000	1	125,800
2	124,800	2	127,400
3	126,600	3	129,000
4	128,400	4	130,600
5	130,200	5	132,200
6	132,000	6	133,800
7	133,800	7	135,400
8	135,600	8	137,000
Max1	139,200	Max1	138,600
Max2	141,000	Max2	140,200
Max3	142,450	Max 3	142,000
Max4	144,550	Max4	144,950
Max 5	147,050	Max 5	147,550
Max 6	149,550	Max 6	150,150
Max 7	152,050	Max 7	152,750

\*Salary terms 2011-2012 and 2012-2013 will be re-opened for negotiations following the 2013 school year.

ADD: \$2,000.00 for doctorate

\$1000 when doctorate is attained

Additional \$1000 on the first anniversary date of attainment

ADD: \$1,500.00 for licensed psychologist when required by Board of Education.

*RE  
Owens  
7/1/13*

**Salary Guide**  
**Contract Year's**  
**2011-2012 and 2012-2013**  
**Middle School Principal (Schedule B-1)**  
**Master's Level**

Step	2011-2012	Step	2012-2013
	Salary		Salary
1	\$112,300	1	114,500
2	114,500	2	116,000
3	116,550	3	117,475
4	118,550	4	119,475
5	120,550	5	121,475
6	122,550	6	123,475
7	124,550	7	125,475
8	126,550	8	127,475
Max1	129,050	Max1	129,975
Max2	131,550	Max2	132,475
Max3	134,050	Max 3	134,975
Max4	136,550	Max4	137,475
Max 5	139,050	Max 5	139,975
Max 6	141,550	Max 6	142,475
Max 7	144,050	Max 7	147,000
Max8	148,200	Max 8	148,200
		Max 9	150,750

\*Salary terms 2011-2012 and 2012-2013 will be re-opened for negotiations following the 2013 school year.

ADD: \$2,000.00 for doctorate

\$1000 when doctorate is attained

Additional \$1000 on the first anniversary date of attainment

ADD: \$1,500.00 for licensed psychologist when required by Board of Education.

PL  
4/1/13

**Salary Guide**  
**Contract Year's**  
**2011-2012 and 2012-2013**  
**Middle School Principal (Schedule B-2)**  
**6 Year Level**

Step	2011-2012	Step	2012-2013
	Salary		Salary
1	115,800	1	118,400
2	117,500	2	119,900
3	119,500	3	121,400
4	121,700	4	122,900
5	123,500	5	124,725
6	125,600	6	126,925
7	127,700	7	129,125
8	129,800	8	131,325
Max1	131,900	Max1	133,525
Max2	134,000	Max2	135,725
Max 3	136,100	Max3	137,925
Max4	140,450	Max4	140,125
		Max 5	142,925

\*Salary terms 2011-2012 and 2012-2013 will be re-opened for negotiations following the 2013 school year.

ADD: \$2,000.00 for doctorate

\$1000 when doctorate is attained

Additional \$1000 on the first anniversary date of attainment

ADD: \$1,500.00 for licensed psychologist when required by Board of Education.

*RL  
2/14/13*

**Salary Guide**  
**Contract Year's**  
**2011-2012 and 2012-2013**  
**Elementary School Principal (Schedule C-1)**  
**Master's Level**

Step	2011-2012 Salary	Step	2012-2013 Salary
1	106,600	1	109,000
2	108,400	2	110,500
3	110,200	3	112,000
4	112,000	4	113,500
5	113,900	5	115,000
6	115,100	6	116,725
7	118,150	7	118,525
8	120,300	8	120,325
Max 1	122,000	Max1	122,875 <i>RL 122,675</i>
Max 2	124,100	Max2	124,975
Max 3	126,200	Max3	127,275
Max 4	128,300	Max 4	129,575
Max 5	130,400	Max 5	131,875
Max 6	138,800	Max 6	138,800

\*Salary terms 2011-2012 and 2012-2013 will be re-opened for negotiations following the 2013 school year.

ADD: \$2,000.00 for doctorate

\$1000 when doctorate is attained

Additional \$1000 on the first anniversary date of attainment

ADD: \$1,500.00 for licensed psychologist when required by Board of Education.

*RL  
7/1/13*

**Salary Guide**  
**Contract Year's**  
**2011-2012 and 2012-2013**  
**Elementary School Principal (Schedule C-2)**  
**6 Year Level**

Step	2011-2012	Step	2012-2013
	Salary		Salary
1	113,150	1	115,700
2	115,450	2	116,900
3	116,950	3	118,300
4	118,450	4	120,300
5	121,600	5	122,300
6	123,100	6	124,575
7	126,050	7	126,325
8	127,550	8	129,125
Max 1	129,000	Max 1	131,325
Max 2	131,500	Max 2	133,525
Max 3	134,000	Max 3	135,725
Max 4	137,100	Max 4	138,000
Max 5	138,500	Max 5	139,500
Max 6	142,000	Max 6	141,900
Max 7	155,000	Max 7	144,300
Max 8	159,700	Max 8	146,700
		Max 9	162,450

\*Salary terms will be re-opened for negotiations following the 2013 school year.

ADD: \$2,000.00 for doctorate

\$1000 when doctorate is attained

Additional \$1000 on the first anniversary date of attainment

ADD: \$1,500.00 for licensed psychologist when required by Board of Education.

PL  
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7/1/13

**Salary Guide**  
**Contract Year's**  
**2011-2012 and 2012-2013**  
**Directors and Vice Principals (Schedule D-1)**  
**Master's Level**

Step	2011-2012 Salary	Step	2012-2013 Salary
1	100,500	1	102,600
2	101,850	2	103,800
3	103,300	3	105,000
4	105,100	4	106,200
5	106,500	5	107,800
6	108,500	6	109,800
7	110,500	7	111,800
8	112,500	8	113,800
Max 1	114,600	Max1	115,800
Max 2	116,600	Max 2	117,800
Max 3	118,600	Max 3	119,800
Max4	120,600	Max4	121,800
Max 5	122,600	Max5	123,800
Max 6	124,600	Max 6	125,800
Max 7	133,500	Max 7	127,800

\*Salary terms 2011-2012 and 2012-2013 will be re-opened for negotiations following the 2013 school year.

ADD: \$2,000.00 for doctorate

\$1000 when doctorate is attained

Additional \$1000 on the first anniversary date of attainment

ADD: \$1,500.00 for licensed psychologist when required by Board of Education.



**Salary Guide**  
**Contract Year's**  
**2011-2012 and 2012-2013**  
**Directors and Vice Principals (Schedule D-2)**  
**6 Year Level**

Step	2011-2012 Salary	Step	2012-2013 Salary
1	105,000	1	107,350
2	106,800	2	108,950
3	108,600	3	110,550
4	110,400	4	112,150
5	112,200	5	113,750
6	114,000	6	115,350
7	115,800	7	116,950
8	117,850	8	118,550
9	119,400	9	120,750
Max 1	121,900	Max 1	122,350
Max 2	122,000	Max 2	124,075
Max 3	123,200	Max 3	124,650
Max 4	125,100	Max 4	125,325
Max 5	126,600	Max 5	127,275
Max 6	130,100	Max 6	129,500
Max 7	141,000	Max 7	132,375
Max 8	145,600	Max 8	134,600
		Max 9	148,150

\*Salary terms will be re-opened for negotiations following the 2013 school year.

ADD: \$2,000.00 for doctorate

\$1000 when doctorate is attained

Additional \$1000 on the first anniversary date of attainment

ADD: \$1,500.00 for licensed psychologist when required by Board of Education.

**Salary Guide**  
**Contract Year's**  
**2011-2012 and 2012-2013**  
**Assistant Principals, Assistant Directors and Supervisors (Schedule E-1)**  
**Master's Level**

Step	2011-2012 Salary	Step	2012-2013 Salary
1	73,850	1	75,100
2	75,200	2	<del>76,000</del> <i>76,100</i> <del>per 100</del>
3	76,800	3	77,200
4	79,000	4	79,200
5	81,200	5	81,400
6	83,500	6	83,600
7	85,800	7	86,000
8	88,000	8	88,200
Max 1	91,000	Max 1	91,000
Max 2	95,000	Max 2	94,600
Max 3	98,500	Max 3	98,200
Max 4	100,000	Max 4	100,325
Max 5	107,000	Max 5	103,000
Max 6	110,350	Max 6	106,000
Max 7	115,650	Max 7	112,325
		Max 8	117,725

\*Salary terms 2011-2012 and 2012-2013 will be re-opened for negotiations following the 2013 school year.

ADD: \$2,000.00 for doctorate

\$1000 when doctorate is attained

Additional \$1000 on the first anniversary date of attainment

ADD: \$1,500.00 for licensed psychologist when required by Board of Education.

*DL  
Blust  
2/1/12*